

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 21, 2005

Division: Community Services

Bulk Item: YES X NO

Department: Social Services

AGENDA ITEM WORDING: Approval of an application for Federal Assistance between Monroe County Board of County Commissioners, the applicant, and the Federal Transit Administration for Financial Assistance to purchase two transportation buses and approval for the Mayor to sign the Grant Application, Resolution and Other Application Documents.

ITEM BACKGROUND: The FY2006 5310 Grant Application for Federal Assistance, if approved by the Federal Transit Administration, would purchase two transportation buses with funding coming from the Federal funds for \$121,600, State funds \$15,200 and County match \$15,200. These vehicles would replace two existing aging buses currently in the transportation fleet.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval of agreement and resolution

TOTAL COST: \$152,000 **BUDGETED:** Yes No X

COST TO COUNTY: \$15,200 **SOURCE OF FUNDS:** Program Budget
Account #001-61525-560640 & FDOT 5310 Grant

REVENUE PRODUCING: Yes No X **AMOUNT PER MTH** **YEAR**

APPROVED BY: County Atty Yes OMB/Purchasing YES Risk Management YES

Prepared By: Jerry Eskew
Print Name: Jerry Eskew, Director, Transportation Program

DEPARTMENT DIRECTOR APPROVAL: Louis Latorre
Print Name: LOUIS LATORRE

DIVISION DIRECTOR APPROVAL: Sheila Barker
Print Name: SHEILA BARKER

DOCUMENTATION: Included YES To Follow Not Required

DISPOSITION: Agenda Item #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FTA Contract #
 Effective Date: 12/21/2005
 Expiration Date:

Contract Purpose/Description:
Application for Federal Assistance between Monroe County Board of County Commissioners, for the purchase of two transportation vehicles.

Contract Manager: Jerry Eskew 4425 Transportation/SS/Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/21/2005 Agenda Deadline: 12/05/2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ 152,000 Current Year Portion: \$ 152,000
 Budgeted? Yes ☐ No ☒ Account Codes: 001-61525-560-640-
 Grant: \$ 136,800 - - - - -
 County Match: \$ 15,200 - - - - -
- - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Barker</u>	<u>12-6-05</u>
Risk Management	<u>12-2-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>12-2-05</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u> </u>	<u>12/6/05</u>
County Attorney	<u>12/2/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u> </u>	<u>12/05/05</u>

Comments:

Checklist for Application Completeness (2006)

Name of Applicant: Monroe County Board of County Commissioners

Check one: First-time Applicant _____ Previous Applicant X

The following must be included in the Section 5310 grant application in the following order:

X This checklist

X Applicant's cover letter and 2 copies of the governing board's Resolution

X Application for Federal Assistance (Form 424, Code 20.523)

X Operating and Administrative Expense and Revenue Form

X Current Vehicle and Transportation Equipment Inventory Form

X Capital Request Form

X Exhibit A: Current System Description

X Exhibit A-1: Fact Sheet

X Exhibit B: Proposed Project Description

X Exhibit C: Public Hearing Notice and Publisher's Affidavit (for public agencies only.)

X Exhibit D: Coordination

N/A Exhibit E: N/A

X Exhibit F: Federal Certification and Assurances

N/A Exhibit G: Certification of Equivalent Service (if grant is for non-accessible vehicles)

X Exhibit H: Applicant Certification and Assurance to FDOT.

X 6 Copies of the Audit Report or the latest Internal Revenue Services Return

Date application was submitted to Local Clearinghouse: December 21, 2005

Additional documents required for first-time applicant (if a private-non profit agency)

N/A Copy of Certificate of Incorporation



**BOARD OF COUNTY
COMMISSIONERS**

Mayor Charles "Sonny"
McCoy, District 3
Mayor Pro Tem Murray E. Nelson,
District 5
George Neugent, District 2
Dixie M. Spehar, District 1
David P. Rice, District 4



Community Services Division
Social Services Department
Transportation Program
1100 Simonton Street, Room 1-188
Key West, FL 33040
Phone: (305) 292-4425
Fax: (305) 292-4411

**State of Florida Department of Transportation
Grant Application**

Monroe County Board of County Commissioners submits this Application for the Section 5310 Program Grant and agrees to comply with all assurances and exhibits attached hereto and by this reference made a part thereof, as itemized in the Checklist for Application Completeness.

Monroe County Board of County Commissioners further agrees, to the extent provided by law in accordance with Sections 129.07 and 768.82, Florida Statutes, to indemnify, defend and hold harmless the Department and all of its officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of the non-compliance by the Agency, its officers, agents or employees, with any of the assurances stated in this Application.

This Application is submitted on this 21st day of December, 2005, with two (2) original resolutions or certified copies of the original resolution authorizing Mayor Charles S. McCoy to sign this Application.

Monroe County Board of County Commissioners

By: _____ Date : 12/21/05
Charles S. McCoy, Mayor

Privacy Statement: This letter and any files accompanying it are intended only for the person or entity to which it is addressed and may contain confidential materials and/or material protected by law. Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and destroy the material.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/02/05

Resolution Form (2006)

A **Resolution** of the **Monroe County Board of County Commissioners** authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, and the acceptance of a grant award from the Department.

Whereas, Monroe County Board of County Commissioners has the authority to apply for and accept grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA:

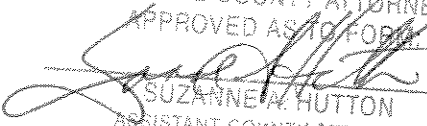
1. This resolution applies to Federal Program(s) under U.S.C. Section(s) **5310**.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. **Charles S. McCoy, Mayor** is authorized to sign the application and accept a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS DECEMBER 21, 2005.

By: _____
Charles S. McCoy, Mayor

Attest:

_____ (seal)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/02/05

Resolution Form (2006)

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NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA:

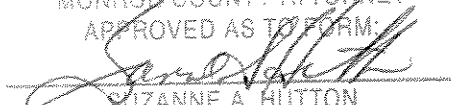
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3. **Charles S. McCoy, Mayor** is authorized to sign the application and accept a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS DECEMBER 21, 2005.

By: _____
Charles S. McCoy, Mayor

Attest:

_____ (seal)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/02/13


APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 12/21/05		Applicant Identifier 5310 FY2006	
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: Monroe County Board of County Commissioners			Organizational Unit: Department: Social Services Department (Monroe County Transit)		
Organizational DUNS: N/A			Division: Community Services Division		
Address: Street: 1100 Simonton Street Room 1-188			Name and telephone number of person to be contacted on matters involving this application (give area code)		
City: Key West			Prefix: Mr.		First Name: Jerry
County: Monroe			Middle Name L.		
State: Florida			Last Name Eskew		
Zip Code 33040			Suffix:		
Country: United States			Email: eskew-jerry@monroecounty-fl.gov		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000749			Phone Number (give area code) 305 292-4425		Fax Number (give area code) 305 292-4411
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)			7. TYPE OF APPLICANT: (See back of form for Application Types) B. County Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 20-513 TITLE (Name of Program): Federal Transit Administration Section 5310 Program			9. NAME OF FEDERAL AGENCY: Federal Transit Administration		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Monroe County			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Body-on-Chassis Paratransit Buses		
13. PROPOSED PROJECT Start Date: July 2006 Ending Date: June 2007			14. CONGRESSIONAL DISTRICTS OF: a. Applicant 20th Congressional District b. Project 20 Congressional District		
15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal \$ 121,600.00			a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant \$ 15,200.00			DATE:		
c. State \$ 15,200.00			b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local \$.00			<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other \$.00			17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income \$.00			<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL \$ 152,000.00					
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix Mr.		First Name Charles		Middle Name S.	
Last Name McCoy				Suffix	
b. Title Mayor				c. Telephone Number (give area code) 305 292-3430	
d. Signature of Authorized Representative				e. Date Signed 12/21/05	

Previous Edition Usable
Authorized for Local ReproductionStandard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:


 SUZANNE A. HUTTON
 ASSISTANT COUNTY ATTORNEY
 Date 12/21/05

OPERATING AND ADMINISTRATIVE EXPENSE AND REVENUE (2006)

Name of Applicant **Monroe County Board of County Commissioners (MC Transit)**

Fiscal Period from **10/01/2004 to 09/30/2005**

TRANSPORTATION-RELATED OPERATING and ADMINISTRATIVE EXPENSES

EXPENSE CATEGORY	EXPENSE \$
Labor (501)	\$466,262.48
Fringe and Benefits (502)	231,447.57
Services (503)	
Materials and Supplies (504)	49,810.63
Vehicle Maintenance (504.01)	143,121.00
Utilities (505)	3,437.90
Insurance (506)	22,307.00
Licenses and Taxes (507)	
Purchased Transit Service (508)	
Miscellaneous (509)	46,152.95
Leases and Rentals (512)	
Depreciation (513)	123,832.29
TOTAL EXPENSE	\$1,086,371.82

TRANSPORTATION -RELATED OPERATING and ADMINISTRATIVE REVENUES

OPERATING REVENUE	REVENUE \$
Passenger Fares for Transit Service (401)	\$ 30,090.91
Special Transit Fares (402)	
Other (403-407) (identify by appropriate code)	
TOTAL OPERATING REVENUE	\$ 30,090.91
OTHER REVENUE SOURCES	
Taxes Levied Directly by the Transit System	
Local Cash Grants and Reimbursements (409)	\$1,001,700.91
Local Special Fare Assistance (410)	
State Cash Grants and Reimbursements (411) AHCA	54,580.00
State Special Fare Assistance (410)	
Federal Cash Grants & Reimbursements (413)	
Interest Income (414)	
Contributed Services (430)	
Contributed Cash (431)	
Subsidy from Other Sectors of Operations (440)	
TOTAL OF OTHER REVENUE	\$1,056,280.91
GRAND TOTAL OF OTHER REVENUES	\$1,086,371.82

As of December 2005

Model	Unit	Make/Size/Type	VIN#	FDOT	Ramp	Seats	Average	Current	Ret.	Oth	Funding
Yr	No.				Lift	WC	Miles/Yr	Mileage	Yr	Eq.	Source
1995	1837	JEEP/CHEROKEE	1J4FT28S3SL613468	NA	NA	3.0	13,473	161,720	2005	NA	TRANSFER
1998	1927	FORD/AEROLITE 20' CAW	1FDWE30F6WHC13963	NA	Lift	8.2	15,211	134,044	2005	ADA	COUNTY
1998	2833	FORD/AEROLITE 20' CAW	1FDWE30F8WCH13964	NA	Lift	8.2	5,723	113,365	2005	ADA	COUNTY
1999	1919	FORD/AEROLITE 20' CAW	1FDWE30F8XHA91978	93626	Lift	8.2	15,632	105,859	2005	ADA	FDOT23/1998
2000	1905	FORD/AEROLITE 20' CAW	1FDWE30F3XHC33122	NA	Lift	8.2	15,902	110,896	2006	ADA	COUNTY
2000	1921	FORD/AEROLITE 20' CAW	1FDWE30F5XHC33123	NA	Lift	8.2	15,157	106,542	2006	ADA	COUNTY
2000	1929	FORD/AEROTECH 22' CAW	1FDXE45FXYHB73862	NA	Lift	14.5	18,850	102,736	2006	ADA	COUNTY
2001	1841	CHEV/MALIBU 4 DR	1G1ND52J316167294	NA	NA	3.0	7,188	42,000	2007	NA	COUNTY
2001	1909	FORD/AEROTECH 22' CAW	1FDXE45F61HB03197	93652	Lift	16.5	14,808	61,132	2007	ADA	FDOT25/2000
2001	1931	FORD/AEROTECH 22' CAW	1FDXE45F61HA31529	93636	Lift	12.2	23,218	106,590	2007	ADA	FDOT24/1999
2002	2835	FORD/AEROTECH 22' CAW	1FDXE45F91HA57249	NA	Lift	16.5	20,487	63,809	2008	ADA	COUNTY
2003	1923	FORD/GLAVAL 21' CAW	1FDWE45F62HB76695	94604	Lift	14.5	15,919	34,508	2009	ADA	FDOT26/2001
2003	1933	FORD/GLAVAL 21' CAW	1FDWE45F82HB76696	93679	Lift	14.5	24,572	46,684	2009	ADA	FDOT27/2002
2005	2211	FORD/TURILETOP 20'CAW	1FDWE35P85HA40768	94640	Lift	9.3	3,331	6,114	2011	ADA	FDOT28/2003
2005	2213	FORD/TURILETOP 20'CAW	1FDWE35P85HA40769	94641	Lift	9.3	5,184	8,150	2011	ADA	FDOT29/2004
2005	2215	FORD/TURILETOP 20'CAW	1FDWE35P65HA40770	NA	Lift	9.3	1,583	3,415	2011	ADA	COUNTY
2005	4998	FORD/TURILETOP 20'CAW	1FDWE35P75HA78248	NA	Lift	9.3	0	1,769	2011	ADA	COUNTY

CAW=CUT-A-WAY

CAPITAL REQUEST FORM (2006)
Monroe County Transit (BOCC)

VEHICLE REQUEST

GMIS code (This column for FDOT use ONLY)	R or E (a)	Number Requested	Description (b) (c)	Estimated Cost
11.____	R	2	Type D Body-on-Chassis Transit Bus 23-31 ft diesel WC lift 4-20 ambulatory seating in combination with 6 wheelchairs	\$152,000
11.____				
11.____				
11.____				
11.____				
Subtotal				\$152,000

EQUIPMENT REQUEST (C)

11.____				
11.____				
11.____				
11.____				
Subtotal				\$

(a) Replacement (R) or Expansion (E).

(b) Provide a brief description including the length and type vehicle, type of fuel, lift or ramp, number of seats and wheelchair positions. Do not show the Make. For example, 22' diesel bus with lift, 12 amb. Seats, 2 w/c positions.

(c) Show mobile radios, computer hardware/software, etc. under "Equipment Request".

VEHICLE SUBTOTAL \$152,000 + EQUIPMENT SUBTOTALS _____ (X).
 (X) x 80 % = \$121,600 [Show this amount on Form 424 in block 15 (a)]

EXHIBIT A (2006)
CURRENT SYSTEM DESCRIPTION
Monroe County Transit (BOCC)

Overview & Routes

Monroe County Transit provides paratransit service to the elderly, disabled and transportation disadvantaged citizens of Monroe County. The operation services three geographical route areas, the Lower Keys (Key West) from mile marker 0 to 40, the Middle Keys (Marathon Key) from mile marker 47 to 72 and the Upper Keys (Plantation Key and Key Largo) from mile marker 73 to 112.

Fleet Size & Placement

The entire fleet of fifteen (15) paratransit buses is wheelchair equipped and ADA Compliant. Five buses are located at each of the three base operations, 1100 Simonton Street, Key West, 490 63rd Street, City of Marathon and 88800 Overseas Highway, Plantation Key.

Hours of Operation

Monroe County Transit operates five (5) days per week Monday through Friday from 7 a.m. to 6 p.m. excluding Monroe County Observed Holidays.

Staffing

Monroe County Transit staff consists of a Transportation Administrator, Administrative Assistant, Special Needs Coordinator, Transportation Specialist, Three (3) Dispatcher, Reservation, Schedulers, nine (9) CDL Class B Licensed Transportation Drivers and nine (9) CDL Class B or D Licensed On-Call Substitute Transportation Drivers.

Rider Composition

71% Elderly 60 years and older includes handicapped
29% Transportation Disadvantaged 59 years and younger includes handicapped
Within those two categories 16% are Wheelchair Clients

Vehicle Maintenance

Monroe County Transit utilizes the County's three fully staffed maintenance facilities (Key West, City of Marathon & Plantation Key) with an industry recognized preventative maintenance program in place.

Single Audit Act

Attached is Monroe County's latest completed Single Audit.

EXHIBIT A-1 -- FACT SHEET (2006)
Monroe County Transit (BOCC)

	CURRENTLY	IF GRANT IS AWARDED (Estimates are acceptable)
1. Number of one-way trips provided to elderly and persons with disabilities (E & D) PER YEAR	36,404	43,000
2. Number of individual E & D served (unduplicated) PER YEAR	1,107	1,400
3. Percentage of E & D needing wheelchair positions AVERAGE	15.9%	17.0%
4. Number of vehicles used to provide service AVERAGE	9	9
5. Number of ambulatory seats AVG	168	192 to 204 depends on exact configuration chosen
6. Number of wheelchair positions AVERAGE	49	54 to 57 depends on exact configuration chosen
7. Vehicle miles traveled PER YEAR	241,052	250,000
8. Average vehicle miles PER DAY	976	1,012
9. Normal number of days in operation PER WEEK	5	5
10. Normal hours of vehicle operation PER DAY	7 a.m. until 6 p.m.	7 a.m. until 6 p.m.
11. Trip length AVERAGE	5.76	6.00

EXHIBIT B (2006)
PROPOSED PROJECT DESCRIPTION
Monroe County Transit (BOCC)

The awarded funds will be used to replace two aging body-on-chassis buses, unit 1927 (VIN# 1FDWE30F6WHC13963), a 1998 Ford/Aerolite bus with 8 ambulatory & 2 wheelchair passenger capacity and 2833 (VIN#1FDWE30F8WCH13964) , a 1998 Ford/Aerolite with 8 ambulatory / 2 wheelchair passenger capacity. The two body-on-chassis diesel bus replacement vehicles will be configured to increase the capacity of the fleet to handle both ambulatory and wheelchair clients with more dependable transportation, while reducing the excessively high repair and maintenance and service equipment downtime that is associated with high age and high mileage vehicles.

Additionally, the transit program will be able to reduce the fleet size as the average age of the fleet reflects newer vehicles. This reduction of the older, more costly to operate backup vehicles from the transit fleet will result in reduced maintenance expense, better fuel economy and less bus downtime than the department had been experiencing in the past.

As always, the new buses will be placed on Monroe County's preventive maintenance plan along with utilizing the new vehicle warranties.

Client outreach especially in the Middle Keys will be the focus for this fiscal year especially targeting the elderly and the handicap. Elderly organization meetings will be attended on a regular basis in an attempt to introduce and re-acquaint the aging population with our services.

Special Needs Clients target the elderly and handicapped to make sure they are not forgotten as threatening storms approach the Florida Keys. The transportation of those individuals is assured by maintaining a well-equipped current transit fleet.

Paratransit service is now being provided from Monroe County to the Miami area medical facilities on a limited basis.

EXHIBIT C (2006)
PUBLIC NOTICE
Monroe County Transit (BOCC)

All interested parties within Monroe County are hereby advised that Monroe County Board of County Commissioners is applying to the Florida Department of Transportation for a capital grant under Section 5310 of the Federal Transit Act of 1991, as amended, for the purchase of a Type D Transit bus (Body-on-Chassis) to be used for the provision of public transit services within Monroe County, Florida.

A Public Hearing has been scheduled at 9:00 a.m. on 12/21/2005, Marathon Government Center 2798 Overseas Highway, Marathon, Florida, for the purpose of advising all interested parties of service being contemplated if a grant is awarded, and to ensure that contemplated services would not represent a duplication of current or proposed services provided by existing transit or paratransit operators in the area.

This hearing will be conducted if and only if a written request for the hearing is received by 12/16/2005.

Requests for a hearing must be addressed to Monroe County Board of County Commissioners, 1100 Simonton Street Key West, Fl. 33040 and a copy sent to FDOT District 6, 1000 NW 111th Avenue, Room 6114 Miami, Fl., 33172.

EXHIBIT D

Effective: 01/01/05 to 12/31/05

STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

STANDARD COORDINATION/OPERATOR CONTRACT

THIS CONTRACT is entered into between the **COMMUNITY TRANSPORTATION COORDINATOR, THE GUIDANCE CLINIC OF THE MIDDLE KEYS**, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of MONROE County, and hereinafter referred to as the "Coordinator" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective **January 1, 2005**, and will continue through **December 31, 2005**.

WHEREAS, the Coordinator is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into contract with a transportation Agency/Operator to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Agency/Operator for the residents of the service area who are clients of the Agency/Operator; and

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the Agency/Operator, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current Community Transportation Coordinator policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

THE AGENCY/OPERATOR SHALL:

- A. Provide services and vehicles according to the conditions specified in Attachment I.
- B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I. This contract currently

excludes the coordination of Medicaid trips. A separate Medicaid transportation contract will be negotiated.

- C. Every three (3) months, submit to the Coordinator a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The reported data will include information regarding all transportation provided by the Agency/Operator (including but not limited to CTC, Medicaid...) The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.

- D. Comply with audit and record keeping requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies/Operators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.
2. Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.
3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

- E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five- (5) years, the records shall be retained until resolution of the audit findings. The Agency/Operator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.

- F. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board;
2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.

- G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$100,000 for any one person and \$200,000 per occurrence at all times during the existence of this Contract. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract or proof of a self-insurance program operated by the Agency/Operator. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S.
- H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- I. Protect Civil Rights by:
1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency/Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator. Agency/Operator shall also assure compliance with:
 - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
 - c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
 - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
 - e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
 - f. All regulations, guidelines, and standards lawfully adopted under the above statutes.

g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, subgrantees, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency/Operator agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

J. The Agency/Operator agrees to indemnify and hold the Coordinator harmless for all claims, cost (including legal fees), and expenses associated with the services provided under this contract arising out of the negligent acts of the Agency/Operator.

K Comply with all standards and performance requirements of the:

1. The Commission for the Transportation Disadvantaged [Attachment II];
2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;
3. Any entities that purchase service.

Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

L. Provide Corrective Action. A corrective action notice is a written notice to the Agency/Operator that the Agency/Operator is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Agency/Operator agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.

M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.

N. Return to the Coordinator any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency/Operator by the Coordinator. The Agency/Operator shall return any overpayment within thirty (30) calendar days after either discovery by the Agency/Operator, or notification of the Agency/Operator by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the

Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency/Operator by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.

- O. In performing this Contract, the Agency/Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency/Operator shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency/Operator shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.
- P. By execution of this Contract, the Agency/Operator represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Funds disbursed to the Agency/Operator under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

- A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.
- B. Insure that entities with transportation disadvantaged funds will purchase Transportation Disadvantaged services through the coordinated system.
- C. At a minimum, annually monitor the Agency/Operator for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

- A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Contract is held invalid; the remainder of this Contract shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
2. Termination due to Lack of Designation - In the event that the Coordinator so designated by the local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.
5. Termination for Breach - Unless the Agency/Operator's breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency/Operator, terminate this Contract upon no less than twenty-four (24) hours notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Coordinator of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.
6. Upon receipt of a notice of termination of this Contract for any reason, the Agency/Operator shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.
7. The Coordinator shall pay all bills within 7 days to the Agency/Operator after receipt of said payment by the CTD. Nonpayment to the Agency/Operator shall be a breach for which Agency/Operator may give 24-hour notice of termination of the contract.

D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.

- E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.
- F. This Contract is the entire agreement between the parties.
- G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.
- H. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

Maureen Grynewicz
Guidance Clinic of the Middle Keys
3000 41st Street, Ocean
Marathon, FL 33050

The representative/position of the Agency/Operator responsible for administration of the program under this contract is:

Administrator, Transportation
Monroe County Transportation
1100 Simonton Street
Key West, Florida 33040

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its attachments contain all the terms and conditions agreed upon by the parties hereto.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

AGENCY/OPERATOR:

COMMUNITY TRANSPORTATION
COORDINATOR

Monroe County Board of County
Commissioners

[Agency/Operator Name]

Guidance Clinic of the Middle Keys

[Coordinator Name]

Typed/Printed Name of Authorized
Individual

Maureen Grynewicz

Typed/Printed Name of Authorized
Individual

Title

Date

Transportation Director

Title

Date

Signature

Signature

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

ATTACHMENT I
AGENCY/OPERATOR CONTRACT

SERVICE DESCRIPTION

1. **The Agency/Operator will be able to provide:** *(type of service)*
Ambulatory and wheelchair service, paratransit
2. **The Agency/Operator will be available to provide transportation** *(schedule)*
Monday thru Friday, 7:00 am to 6:00 pm
3. **Days Agency/Operator will not be able to provide services:**
Service will not be provided on Saturday and Sunday or County holidays
4. **Vehicles Agency/Operator will use to transport all passengers***(fleet list- if list does not fit in this section, please attach a separate sheet – please also include number of seats and w/c capacity)*
5. **Vehicle/Equipment Standards**
Air Conditioning, first aid kit, fire extinguisher, warning triangles, 2 way radios
6. **Driver Requirements**
License type depended on FL DOT requirements, 3 year clean driving record, CPR & First Aid, HIV training, Physicals, Defensive Driving, Drug Screening (see FAC 41-90 and requirements illustrated throughout contract)
7. **Training**
Current CPR and First Aid certification, HIV/AIDS, Defensive Driving, Pre-employment and biennial driver physicals, ADA training (see FAC 41-90 and requirements illustrated throughout contract)
8. **Reporting Requirements**
Quarterly Operating Reports, Annual Review (conducted by CTC)
9. **Agency/Operator fare structure**
\$5.70 per one way trip, plus \$0.31 per mile in excess of 10 miles per one way trip.
Monroe County Transportation will pay a \$0.20 administrative fee per one way trip to the CTC.

Trips will be reimbursed on a priority of need basis. The priority structure will be as follows:
1st Priority - Medical *(Medical reasons include trips to treatment, the doctor, dentist, chiropractor, the hospital and to purchase prescriptions.)*
2nd Priority – School/Day Care
3rd Priority - Other *(Other includes transport for the purpose of conducting personal business. - i.e. shopping, going to the bank...)*
10. **Billing/Invoicing and Reimbursement procedure for Agency/Operator**
Monthly invoices

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Operator/Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;
- (b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;
- (c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;
- (d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely be stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices;
- (e) Vehicle transfer points shall provide shelter, security and safety of passengers;
- (f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the Local Coordinating Board;
- (g) Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;
- (h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;
- (i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, except in instances where the Community Transportation Coordinator is a non-governmental entity;

- (j) Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;
- (k) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;
- (l) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;
- (m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;
- (n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;
- (o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner shall have two years to be in compliance after the adoption date of this section of the Rule;
- (p) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and
- (q) Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

Current Vehicle and Transportation Inventory Monroe County Transit

PROP #	LC #	VEHICLE IDENT #	ASSET \$	PURCH	CTFY	FUNDING	DOT	VYR	TYPE	6YR	AMW	MM	F	B	RADIO T#	RADIO SN#	NEXT PM	NEXT FM	CURRENT	UPDATE	EST MI	Status
Key West																						
1807-112KW	154413	1FDWE30F8WCH13964	\$44,302	09/18/98	1998	COUNTY	NA	1998	FDAEROLITE 20ST	2005	8/2	8/2	D	S	1807-136	722ACLOT74	01/20/05	110,350	108,039	12/01/04	15,000	
1807-120KW	131335	1FDWE30F3XHC31122	\$44,302	12/20/99	1999	COUNTY	NA	2000	FDAEROLITE 20SX	2007	8/2	8/2	D	R	1807-139	722ACLOT77	03/24/05	101,639	97,782	12/01/04	15,000	
1807-124KW	131340	1G1ND52J316167294	\$14,817	10/25/00	2000	COUNTY	NA	2001	CHMALLBU 4 DR	2008	3/0	3/0	G	N	1807-141	722ACLOT78	12/24/04	36,296	35,054	12/01/04	N/A	
1807-126KW	131238	1FDXE45F61HB03197	\$57,210	07/23/01	2001	FDOT252000	93652	2001	FDAEROTECH 22FA1	2008	16/1	4/5	D	S	1807-143	722ACLOT81	12/04/04	47,336	47,407	12/01/04	15,000	
1807-127KW	131231	1FDXE45F91HA57249	\$57,274	12/07/01	1998	COUNTY	NA	2002	FDAEROTECH 22FA2	2009	16/1	4/5	D	R	1807-144	722ACLOT82	02/12/05	46,195	44,845	12/01/04	15,000	
Plantation																						
1401-543MK	136102	1J4FT78S3SL613468	\$0	08/07/03	2003	TRANSFER	NA	1995	UPICHEROKEE	2006	3/0	3/0	G	N	1807-160	722CDL0153	11/26/04	148,194	147,973	12/01/04	N/A	
1807-093MK	153142	1FDKE30F41HB55569	\$41,156	07/26/96	1996	COUNTY	NA	1996	FDAEROLITE 20ST	2004	8/2	8/2	D	R	1807-132	722ACLOT71	02/05/05	129,455	127,081	12/01/04	10,000	
1807-094MK	153141	1FDKE30F01HB51194	\$41,156	07/26/96	1996	COUNTY	NA	1996	FDAEROLITE 20ST	2005	8/2	8/2	D	R	1807-134	722ACLOT72	02/18/05	118,481	114,615	12/01/04	10,000	
1807-116MK	154472	1FDWE30F8XHA91978	\$44,302	03/31/99	1998	FDOT23/1998	93626	1999	FDAEROLITE 20SX	2006	8/2	8/2	D	R	1807-137	722ACLOT75	03/08/05	95,118	91,330	12/01/04	20,000	
1807-119MK	131332	1FDWE30F5XHC31123	\$44,302	12/20/99	1999	COUNTY	NA	2000	FDAEROLITE 20SX	2007	8/2	8/2	D	S	1807-138	722ACLOT76	03/07/05	95,048	93,175	12/01/04	15,000	
1807-151MK	216587	1FDWE45F62HB76935	\$59,627	04/17/03	2002	FDOT26/2001	94604	2003	FDAEROLITE 20SX	2010	14/1	4/5	D	S	1807-158	722CDL0151	01/20/05	19,237	18,883	12/01/04	15,000	
Plantation																						
1807-076PK	116961	1FDJE37M1RHA38475	\$36,430	08/15/94	1994	COUNTY	NA	1994	FDAEROLITE 20SR	2004	8/2	8/2	D	R	1807-130	722ACLOT68	10/09/04	142,348	140,803	11/04/04	5,000	RT
1807-082PK	116974	1FDJE37M6RHCC20852	\$36,430	11/21/94	1995	COUNTY	NA	1994	FDAEROLITE 20SR	2004	8/2	8/2	D	S	1807-132	722ACLOT65	08/05/04	165,893	163,481	12/01/04	5,000	O.F.B.
1807-111PK	154412	1FDWE30F6WHC13963	\$44,302	09/18/98	1998	COUNTY	NA	1998	FDAEROLITE 20ST	2005	8/2	8/2	D	S	1807-135	722ACLOT73	03/24/05	125,829	121,927	12/01/04	10,000	
1807-123PK	131232	1FDXE45FXYHB73862	\$57,210	10/16/00	2000	COUNTY	NA	2000	FDAEROTECH 22AY0	2007	14/2	4/5	D	R	1807-140	722ACLOT78	01/29/05	87,600	57,521	12/01/04	25,000	
1807-125PK	131287	1FDXE45F61HA31529	\$53,917	03/06/01	2000	FDOT24/1999	93636	2001	FDAEROTECH 22FA1	2008	12/2	12/2	D	S	1807-142	722ACLOT65	04/02/05	90,105	86,105	12/01/04	25,000	
1807-152PK	217394	1FDWE45F82HB76936	\$59,627	04/17/03	2002	FDOT27/2002	93679	2003	FDAEROLITE 20SX	2010	14/1	4/5	D	S	1807-157	722CDL0150	02/01/05	23,538	22,547	12/01/04	25,000	
17			\$736,386						Fleet Capacity		158/26	104/45							1,518,568		225,000	

EXHIBIT F (1) 2006

FEDERAL FISCAL YEAR 2005 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS (Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Monroe County Board of County Commissioners

The Applicant agrees to comply with applicable requirements of Categories 01 - 16. X
(The Applicant may make this selection in lieu of individual selections below.)

OR

**The Applicant agrees to comply with the applicable requirements of the following
Categories it has selected:**

<u>Category</u>	<u>Description</u>
01.	Required of Each Applicant
02.	Lobbying
03.	Private Mass Transportation Companies
04.	Public Hearing
05.	Acquisition of Rolling Stock
06.	Bus Testing
07.	Charter Service Agreement
08.	School Transportation Agreement
09.	Demand Responsive Service
10.	Alcohol Misuse and Prohibited Drug Use
11.	Interest and Other Financing Costs
12.	Intelligent Transportation Systems
13.	Urbanized Area, JARC, and Clean Fuels Programs
14.	Elderly and Persons with Disabilities Program
15.	Nonurbanized Area Formula Program
16.	State Infrastructure Bank Program

EXHIBIT F (2) 2006

FEDERAL FISCAL YEAR 2006 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE *(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)*

AFFIRMATION OF APPLICANT

Name of Applicant: Monroe County Board of County Commissioners

Name and Relationship of Authorized Representative: Charles S. McCoy, Mayor

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and Federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2005.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2005.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal Transit program authorized in Chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____

Date: 12/21/05

Name Charles S. McCoy, Mayor
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Monroe County Board of County Commissioners

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____

Date: 12/21/2005

Name _____
Attorney for Applicant

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

EXHIBIT H (2006)
APPLICANT CERTIFICATION AND ASSURANCE TO FDOT
Monroe County Transit (BOCC)

The Monroe County Board of County Commissioners certifies and assures to the Florida Department of Transportation in regard to its Application for Assistance under U.S.C. Section 5310 dated December 21, 2005:

- 1) It shall adhere to all Certifications and Assurances made to the federal government in its Application.
- 2) It shall comply with Section 341.051 Florida Statutes and Chapter 14-73 Florida Administrative Code.
- 3) It has the fiscal and managerial capability and legal authority to file the application.
- 4) Local matching funds will be available to purchase vehicles/equipment at the time an order is placed.
- 5) It will carry adequate insurance to maintain, repair, or replace project vehicles/equipment in the event of loss or damage due to an accident or casualty.
- 6) It will maintain project vehicles/equipment in good working order for the useful life of the vehicles/equipment.
- 7) It will return project vehicles/equipment to the Department if, for any reason, they are no longer needed or used for the purpose intended.
- 8) It recognizes the Department's authority to remove vehicles/equipment from its premises, at no cost to the Department, if the Department determines the vehicles/equipment are not used for the purpose intended, improperly maintained, uninsured, or operated unsafely.
- 9) It will not enter into any lease of project vehicles/equipment or contract for transportation services with any third party without prior written approval of the Department.
- 10) It will notify the Department within 24 hours of any accident or casualty involving project vehicles/equipment, and submit related reports as required by the Department.
- 11) It will submit an annual financial audit report to the Department, if required by the Department.

Date: December 21, 2005 Signature: _____
Charles S. McCoy, Mayor



**Independent Auditors' Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor and Board
of County Commissioners of
Monroe County, Florida:

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Monroe County, Florida (the "County") as of and for the year ended September 30, 2004, and have issued our report thereon dated March 18, 2005. We did not audit the financial statements of the Monroe County Housing Finance Authority, the County's discretely presented component unit. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Monroe County Housing Finance Authority, is based solely on the report of other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the County's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide an opinion on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements caused by error or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses. We noted other matters involving internal control over financial reporting that we have reported to management of the County in a separate management letter dated March 18, 2005.



**Independent Auditors' Report on Compliance and Internal Control
over Compliance Applicable to each Major Federal Awards
Program and State Financial Assistance Projects**

To the Honorable Mayor and Board
of County Commissioners of Monroe County, Florida:

Compliance

We have audited the compliance of Monroe County, Florida (the "County") with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement*, and the requirements described in the Executive Office of the Governor's State Projects Compliance Supplement, that are applicable to each of its major federal awards programs and state financial assistance projects for the year ended September 30, 2004. The County's major federal awards programs and state financial assistance projects are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal awards programs and state financial assistance projects is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Auditor General. Those standards, OMB Circular A-133, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal awards program or state financial assistance project occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

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Contract Grant NumberExpenditures

US451	<u>27,665</u>
NA170Z2123	<u>98,232</u>
G0007	<u>80,058</u>
	<u>178,290</u>
AA329	4,052
AA429	<u>80,274</u>
	<u>84,326</u>
AA329	13,632
AA329	2,500
AA429	108,247
AA429	<u>118,044</u>
	<u>242,423</u>
AA329	15,076
AA429	<u>29,397</u>
	<u>44,473</u>
CC344	<u>113,332</u>
03EA-3R-11-54-01-018	20,320
04EA-4P-11-54-01-019	<u>41,895</u>
	<u>62,215</u>
	<u>546,769</u>
03DB-1A-11-54-01-H32	<u>34,689</u>

(Continued)

Contract Grant NumberExpenditures

2001-LB-BX-1575	39,078
2002-LB-BX-0240	88,050
	<hr/> 127,128
--	2,225
V3036	235,997
	<hr/> 238,222
04-CJ-2H-11-54-01-250	19,050
04-CJ-J3-11-54-01-017	50,689
04-CJ-J3-11-54-01-016	34,032
04-CJ-J3-11-54-01-018	16,421
04-CJ-J3-11-54-01-019	56,077
04-CJ-J3-11-54-01-020	29,788
	<hr/> 206,057
03-CJ-2J-11-54-01-006	77,879
04-CJ-7J-11-54-01-006	51,415
	<hr/> 129,294
	<hr/> 700,701
I3PMIP586	4,095,911
I3PPRP578	3,031,365
I3PMIP598	1,630,340
I3PMIP999	158,862
I4PMIP586	5,013,743
I4PMIP999	350
I4PMIP598	448,146
I4PPRP578	3,158,523
I4PMIP5980	5,576
I4PMIP800Z	1,000
I9PPRP578	184,965

(Continued)

Contract Grant NumberExpenditures

I9PMIP598	13
I0PMIP5109	36,489
I0PPRP578	-1,333
I0PMIP5980	103,935
I1PMIP5108	6,209
I1PMIP5109	152,054
I1PPRP578	66,253
I1PMIP5980	766,040
I1PMIP586	18,602
I2MIP5108	120
I2PMIP5109	285,986
I2PPRP578	382,243
I2PMIP598	287,440
I2PMIP5981	3,790,447
I2PMIP582	160,580
I2PMIP585	25,799
I2PMIP586	98,147
I2PMIP590	5,010
I2MOP5980	323,917
I2PMIP5116	5,530
I2PMIP5117	1,551
	<hr/>
	24,243,813

3-12-0037-1501	108,136
3-12-0037-1702	3,821
3-12-0037-1802	429,360
3-12-0037-020-2003	519,082
3-12-0037-021-2003	1,701,698
3-12-0037-022-2003	401,617
3-12-0037-023-2004	6,888
3-12-0037-024-2004	165,238
3-12-0037-025-2004	12,569

(Continued)

Contract Grant NumberExpenditures

3-12-0037-026-2004	760
3-12-0044-1601	16,794
3-12-0044-018-2003	65,493
3-12-0044-019-2004	22,046
3-12-0044-020-2004	32,216
	<u>3,485,718</u>
2004-G-006	110,000
	<u>3,595,718</u>

01UN-6P-11-54-15-007	9,633
03-BG-04-11-54-01-044	8,834
04-BG-04-11-54-01-044	25,454
	<u>34,288</u>
03-FT-1B-11-54-01-469	25,000
03-CT-95-11-54-01-372	6,271
	<u>75,192</u>

05-PA-C%-11-54-01-942	87,563
05-PA-C%-11-54-00-952	27,941
05-PA-G%-11-54-01-962	47,272
05-PA-G--11-54-01-588	181,405
05-PA-G=-11-54-23-544	20,152
	<u>364,333</u>

PA-50276-04	<u>3,236</u>
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--	<u>3,321,203</u>
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\$ 33,091,609

(Continued)

<u>Contract Grant Number</u>	<u>Expenditures</u>	<u>Transfer To Subrecipients*</u>
04-BG-04-11-54-01-044	102,959	--
04-CP-11-11-54-01-045	3,238	--
	106,197	--
KG-047	48,375	--
KG-051	12,525	--
	60,900	--
KH-372	35,167	--
KH-472	13,002	--
	48,169	--
KZ397	61,916	--
KZ497	18,472	--
	80,388	--
KC371	306,819	--
KC471	63,753	--
	370,572	--
	499,129	--
SC424	117,647	--
R2013	37,722	--
C2044	8,895	--
C3044	21,002	--
	29,897	--
	67,619	--
--	40,028	--

(Continued)

<u>Contract Grant Number</u>	<u>Expenditures</u>	<u>Transfer To Subrecipients*</u>
P6K01	167,409	--
CC006	21,561	--
	<u>188,970</u>	<u>--</u>
--	<u>6,350</u>	<u>--</u>
04-ST-37	143,028	--
S3075	13,125	--
	<u>156,153</u>	<u>--</u>
FM#25207711401/AM102	<u>73,355</u>	<u>--</u>
FM#25207711401/AL652	<u>25,001</u>	<u>--</u>
AL005/FM#410504-1-54-01	263,172	--
AL146/FM#410504-1-54-02	21,396	--
	<u>284,568</u>	<u>--</u>
25222811403/AI893	<u>69,818</u>	<u>--</u>
4108471	945,639	--
4108481	488,444	--
	<u>1,434,083</u>	<u>--</u>
25436918401/AF776	10,237	--
25437518401/AG177	24,787	--
41265919401/AL021	23,853	--
41265819401/AL023	258	--
41286519401/AL288	386,528	--
41458418401/AN103	793,586	--
41459819401/ANB43	57,511	--
41646819401/ANI12	9,564	--
41253519401/ANJ94	44	--
41468319401/ANL56	1,185	--
41646419401/ANL57	3,604	--
41646919401/ANK50	89	--

(Continued)

<u>Contract Grant Number</u>	<u>Expenditures</u>	<u>Transfer To Subrecipients*</u>
25426919402/AK043	121,524	--
25437718401/AF765	2,552	--
41078019401/AJ816	1,818	--
41077919401/AJ815	23,211	--
41280719401/AL024	7,585	--
41469319401/ANJ95	622	--
41468419401/ANJ96	8,124	--
	<u>1,476,682</u>	<u>--</u>
	<u>3,363,507</u>	<u>--</u>
 FWCC 01244	 13,750	 --
--	319,794	--
	<u>333,544</u>	<u>--</u>
 SHIP 01-02 PLAN 4 YR 1	 171,000	 --
SHIP 02-03 PLAN 4 YR 2	255,548	--
SHIP 03-04 PLAN 4 YR 3	106,390	--
	<u>532,938</u>	<u>--</u>
 --	 12,946	 --
	<u>\$ 5,485,928</u>	<u>\$ --</u>

MONROE COUNTY, FLORIDA

Schedule of Findings and Questioned Costs – Federal Awards Programs and State Financial Assistance Projects For the year ended September 30, 2004

PART I - SUMMARY OF AUDITORS' RESULTS

1. The Independent Auditors' Report on the financial statements expresses unqualified opinions.
2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Monroe County, Florida were disclosed during the audit.
4. No reportable conditions relating to the audit of major federal or state financial assistance projects are reported in the Independent Auditors' Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program and State Financial Assistance Projects.
5. The Independent Auditors' Report on Compliance for Each Major Federal Awards Program and State Financial Assistance Projects expresses an unqualified opinion.
6. No audit findings relative to major federal awards programs for Monroe County, Florida are reported in this Schedule.
7. No audit findings relative to major state financial assistance projects for Monroe County, Florida are reported in this Schedule.
8. The threshold for distinguishing Type A and Type B programs/projects was \$992,748 for major federal awards programs and \$300,000 for major state financial assistance projects.
9. The County qualified as a low-risk auditee for federal Single Audit purposes, as that term is defined in OMB Circular A-133.
10. The programs/projects tested as major programs/projects included the following:

<u>Federal Programs</u>	<u>Federal CFDA No.</u>
High Intensity Drug Trafficking Areas	07.000
Federal Aviation Administration	20.106

Monroe County, Florida
Summary Schedule of Prior Audit Findings and Corrective Action Plan
Federal Awards Programs and State Projects
For the Year Ended September 30, 2004

Prior Year Audit Findings:

There were no audit findings in the prior year independent auditors' reports that required corrective action.

Corrective Action Plan:

There were no audit findings in the current year independent auditors' reports that required corrective action.

The Rules of the Auditor General (Section 10.554(1)(h)4) require disclosure in the management letter of the following matters if not already addressed in the auditors' reports on compliance and internal controls or schedule of findings and questioned costs: (1) violations of laws, rules, regulations, and contractual provisions that have occurred, or are likely to have occurred; (2) improper or illegal expenditures; (3) improper or inadequate accounting procedures (e.g., the omission of required disclosures from the financial statements); (4) failures to properly record financial transactions; and (5) other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the auditor. There were no such matters noted.

The Rules of the Auditor General (Section 10.554(1)(h)5) also require that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. Such disclosure is included in notes to the financial statements.

As required by the Rules of the Auditor General (Section 10.554(1)(h)6.a.), the scope of our audit included a review of the provisions of Section 218.503(1), Florida Statutes, regarding financial emergencies. In connection with our audit of the financial statements of the County, the results of our tests did not indicate that the County met any of the specified conditions of a financial emergency contained in Section 218.503(1). However, our audit does not provide a legal determination on the County's compliance with this requirement.

The Rules of the Auditor General (Section 10.554(1)(h)6.b.) state that a management letter shall include a statement as to whether or not the financial report filed with the Florida Department of Financial Services, pursuant to Section 218.32, Florida Statutes, is in agreement with the annual financial audit report for the current audit period and, if not, explanations of any significant differences. It should be noted that the County's basic financial statements contain a discretely presented component unit, defined as part of the reporting entity under accounting principles generally accepted in the United States of America, for which the County has not been deemed the local governing authority for purpose of the annual report. In connection with our audit of the County, the results of our tests indicate that the annual financial report for the year ended September 30, 2004, filed with the Department of Financial Services, is in agreement with the annual financial audit report for the current audit period.

As required by the Rules of the Auditor General (Sections 10.554(1)(h)6.c. and 10.556), the scope of our audit included financial condition assessment procedures as of September 30, 2004. It is management's responsibility to monitor the County's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. The financial condition assessment procedures described above disclosed no deteriorating financial conditions.

This report is intended solely for the information and use of management, the County Mayor and Board of County Commissioners of Monroe County, Florida, and applicable state and federal agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Cherry, Bohart & Holland, L.L.P.

West Palm Beach, Florida
March 18, 2005



BOARD OF COUNTY COMMISSIONERS

Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Murray E. Nelson, District 5
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4

Community Services Division
Social Services Department
Transportation Program
1100 Simonton Street, Suite 1-188
Key West, Florida 33040
Phone 305 292-4425
Facsimile 305 292-4411

December 21, 2005

**Ms. Carolyn A. Dekle
South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021**

Dear Ms. Dekle,

Please find enclosed the FTA Section 5310 Year 31-2006 Capital Assistance Grant Application from Monroe County Board of County Commissioners (Monroe County Transit) for your review.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jerry L. Eskew". The signature is written over a circular stamp that is partially visible on the left side of the page.

**Jerry L. Eskew
Transportation Administrator**

**CC: L. Carl Filer, Public Transportation Manager, FDOT Miami
Ike Mahmood, Programs Engineer, FDOT Miami**